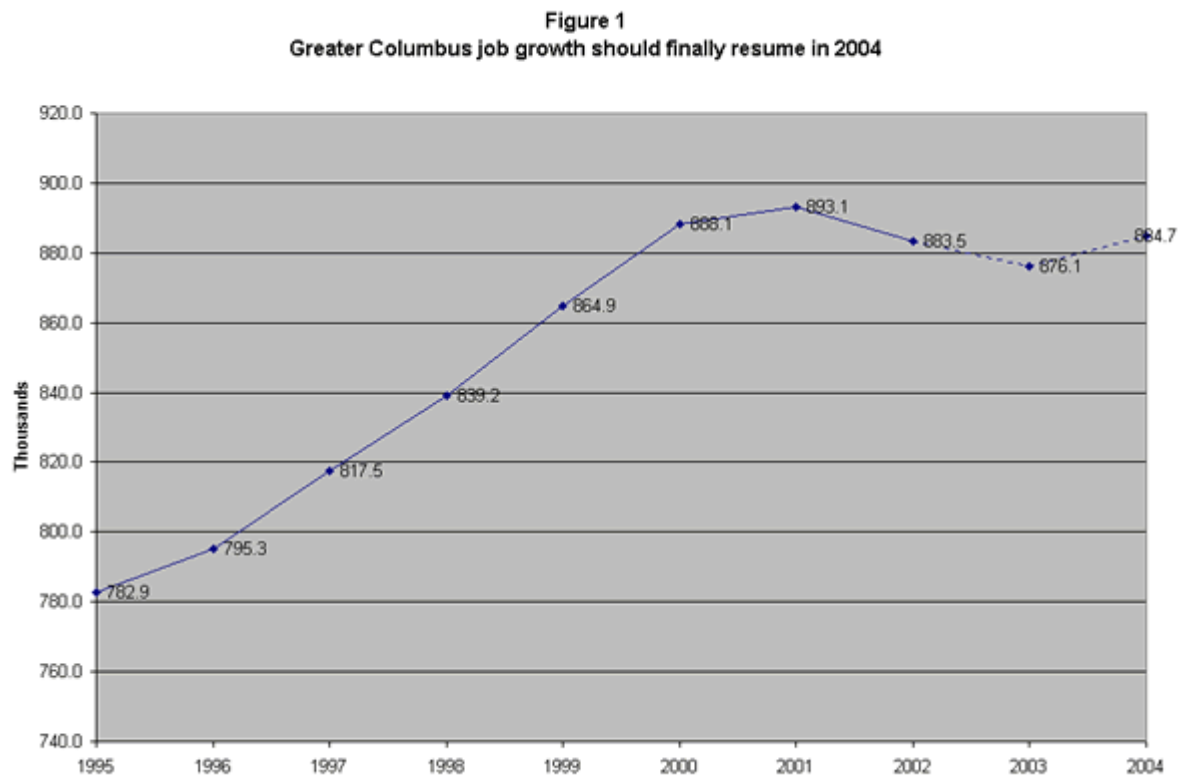


# ATTACHMENTS

## ATTACHMENT A

### Greater Columbus Blue Chip Economic Forecast– January 2004, Vol. V, Issue 1

*2004 Forecast: Moderate job growth predicted after two years of decline*



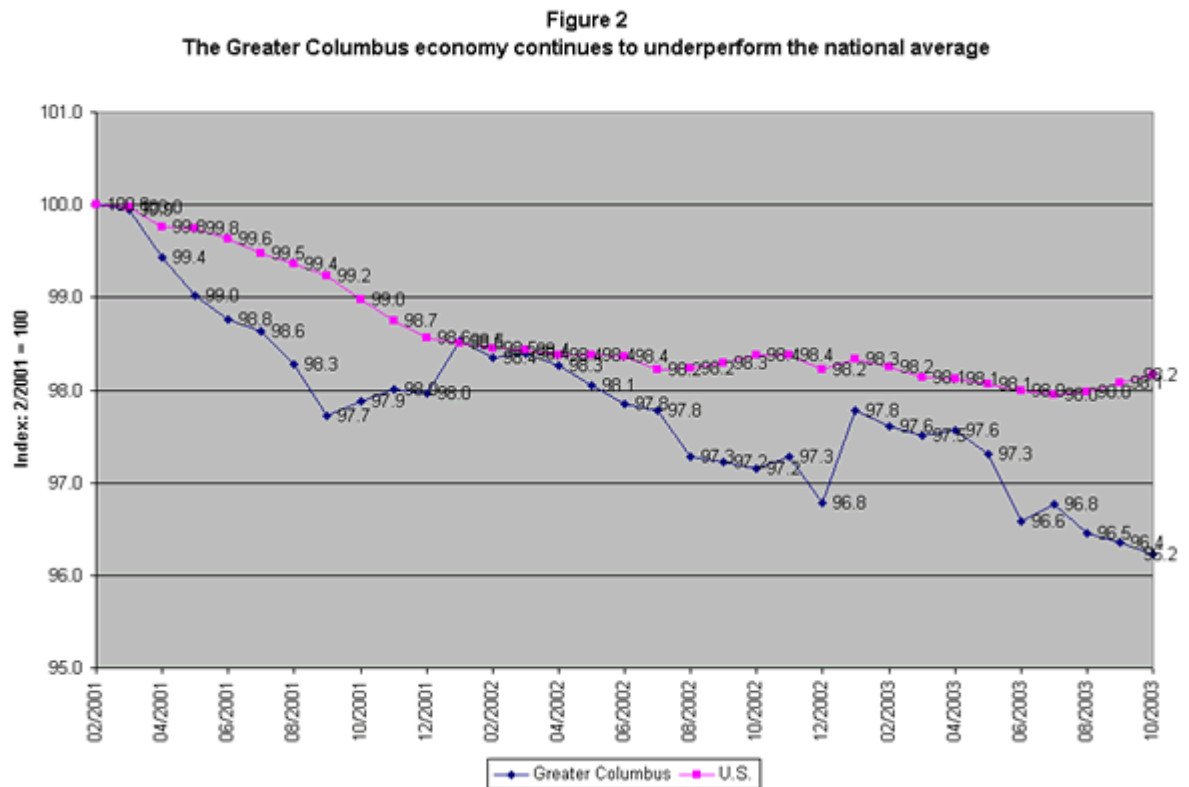
[click figure to pop-up larger version](#)

LaFayette: 1.0% 885,000	Mokrzan: 1.0% 884,900	Newton: 0.9% 884,200	Consensus: 1.0% 884,700
-------------------------	-----------------------	----------------------	-------------------------

After a difficult three years, the economic growth that began on the national level at the end of 2001 should lead at last to a net gain in jobs in Greater Columbus in 2004. The Blue Chip Economic Panel predicts an increase in employment in the region of about 1 percent or 9,000 jobs. Not all sectors will benefit: job gains should be relatively modest in government and possibly in retail. The manufacturing sector should continue to lose jobs, but at a far slower rate than during the past three years. And if this prediction and national forecasts both come to pass, Greater Columbus job growth once again will lag growth at the national level, which is generally predicted to be about 1.5 percent. But the long slide in regional employment that began in March 2001 will finally end.

The forecast presented here is the average of independent forecasts by Bill LaFayette, Ph.D., vice president, economic analysis, Greater Columbus Chamber of Commerce; George Mokrzan, Ph.D., vice president, senior economist, Huntington

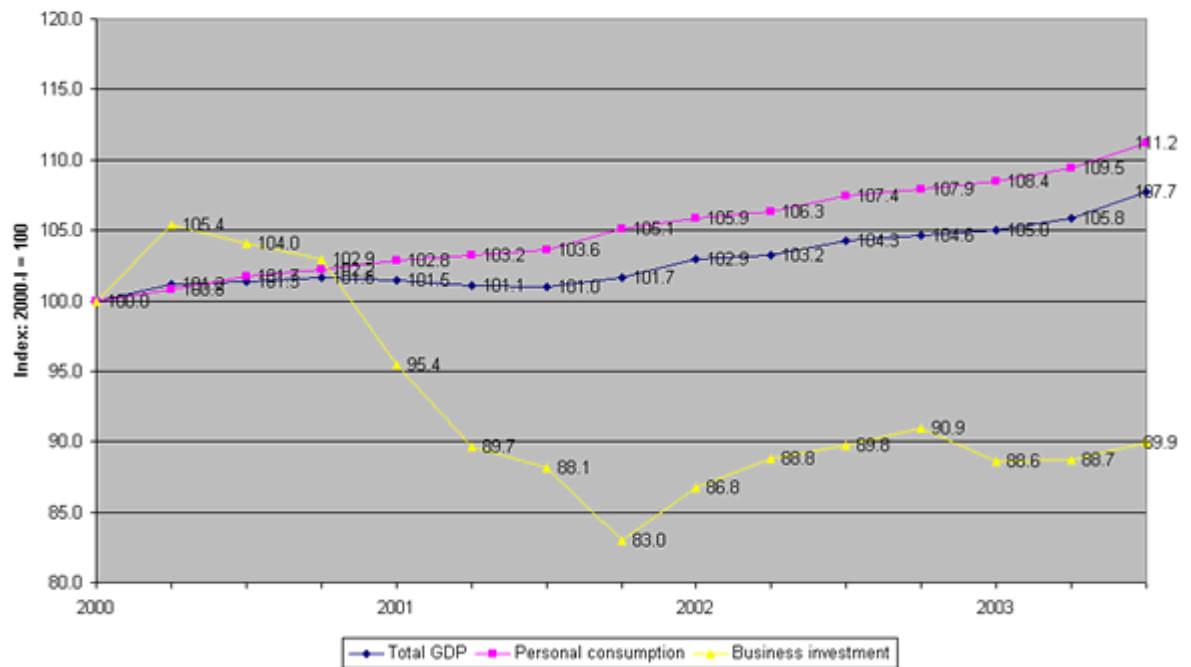
Bancshares; and James Newton, Ph.D., chief economic advisor, Commerce National Bank.



[click figure to pop-up larger version](#)

As shown in this graph of cumulative percentage employment changes at the local and national levels, the Greater Columbus economy has dramatically underperformed the national average over the past three years. From the employment peak in February 2001 through October 2003, Greater Columbus lost more than 34,000 jobs or 3.8 percent. Proportionately, this was more than twice the nationwide job loss over the same period, which amounted to only 1.8 percent. Also troubling is the fact that job loss continued locally through the first 10 months of 2003, while national employment stabilized over the summer and began to grow slightly.

**Figure 3**  
**The recession -- and local job losses -- were driven by the collapse**  
**of business investment**

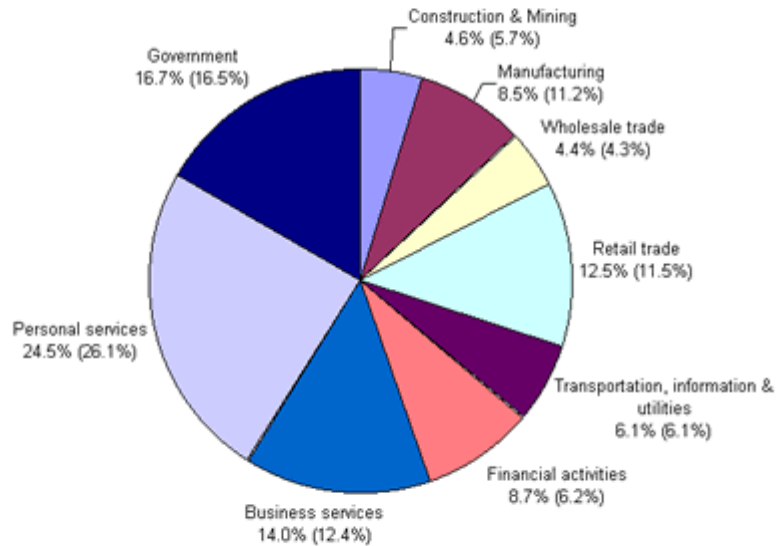


[click figure to pop-up larger version](#)

The 2003 Blue Chip Economic Forecast commented on the unique characteristics of the 2001 recession and its impact on the Greater Columbus economy. That recession was the first in at least 70 years in which consumer spending never declined. The only reason why the nation suffered a decline in economic output in 2001 was that business investment in structures, equipment, software, and inventories - which represents only 12 to 15 percent of the total economy - plunged one fifth from the second quarter of 2000 through the end of 2001. Many key sectors of the local economy cater to business activity and investment and were dramatically impacted. As jobs in industries such as transportation and warehousing, professional services, information, and wholesale trade began to disappear, Greater Columbus retail sales began to decline, affecting both the region's overdeveloped retail sector and local government tax revenues.

But forecasts of national economic growth in 2004 suggest better times ahead for the Greater Columbus economy. National forecasts are generally predicting growth of between 4.0 and 4.7 percent in 2004. The lower end of this range would match the pace of the late 1990s; the upper end would be the strongest annual growth in 20 years. But forecasters expect the strongest growth in business investment - in the 10 to 15 percent range. It is likely that business investment growth of this magnitude will benefit the local economy for the same reasons that the decline of 2000-2001 caused such pain. And, as discussed elsewhere, the sharp contraction of retail employment may have been sufficient to allow growth in that sector to resume.

**Figure 4**  
**Major sectors of the Greater Columbus economy, October 2003**



[click figure to pop-up larger version](#)

Particularly observant readers of the Blue Chip may notice that the economic sectors discussed in this report differ somewhat from those of previous years. This is a result of a major overhaul by the federal government of the system used to classify employment and economic activity. The chart above shows the breakdown of Greater Columbus employment under this new system and compares the percentage of employment in each sector locally to the national percentage. Even sectors with the same name as in the old system are generally defined somewhat differently; the only sector for which the definition remains the same is government. As the chart shows, Greater Columbus has a much higher than average concentration of employment in financial activities and business services, a somewhat higher concentration in retail, and a lower than average concentration in manufacturing, construction and mining, and personal services.

# ATTACHMENT B

(Please see PDF document called Attachment B on the What' s New page, specifically pages 2 – 6 for the relevant information)

# ATTACHMENT C

## **Columbus and Franklin County Workforce Investment Board**



# **WORKFORCE INVESTMENT ACT**

## **Memorandum of Understanding**

**Columbus and Franklin County**

**Draft 01-30-04**

## **Memorandum of Understanding**

**By And Between**

**The Franklin County Board of Commissioners  
The Mayor of the City of Columbus  
The Columbus and Franklin County Workforce Investment  
Board  
and  
The One-Stop System Partners**

**Ohio Department of Job and Family Services**

**Ohio Rehabilitation Services Commission/BVR  
Franklin County Department of Job and Family Services  
Columbus Metropolitan Area Community Action Organization  
City of Columbus Housing and Community Services  
Columbus Metropolitan Housing Authority  
Columbus Literacy Council  
Columbus State Community College  
The Private Industry Council  
Columbus Urban League  
North Adult Education Center  
Senior Community Services Employment Program (AARP)  
Experience Works  
Job Corps  
Jewish Family Services  
Eastland/Fairfield Career and Technical Schools**

**I. PURPOSE OF MEMORANDUM OF UNDERSTANDING**

**A. PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to provide an effective foundation for the operation of the local One-Stop system herein referred to as "Jobsight, and to delineate the relationship between the Jobsight partners regarding their functions, duties, roles, obligations and, responsibilities for implementation of the provisions of section 121 (c)(2) of Title I of the Workforce Investment Act (WIA) of 1998. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Local Chief Elected Officials, The Local Workforce Policy/Investment Board, and the various partners in order to coordinate resources, prevent duplication of services, ensure the effective and efficient delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, family services, job training and other workforce development related services. The parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIA performance measures and continuous quality improvement initiatives.

**B. PERIOD OF RELEVANCE:**

This MOU was designed to serve as a record of the relationship of the signatories from \_\_\_\_\_ until \_\_\_\_\_ unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that

partner's signature or upon the date of commencement of the MOU whichever comes later. A review will be conducted annually for modification and/or amendment. Upon agreement by the parties, the MOU will be renewed for each State Fiscal Year biennium period based on the annual reviews and subsequent modification and/or amendment.

## **II. INTRODUCTION/BACKGROUND**

**A. BACKGROUND:** Members of the area 11 Workforce Policy/Investment Board, the Columbus and Franklin County **Jobsight/One-Stop** partners, with assistance from state and local Job and Family Services Staff, developed this memorandum of understanding in order to ensure that the following five principles of the Workforce Investment Act of 1998 are implemented:

**1. Universal Eligibility:** All customers, including those with special needs and barriers to employment, will have access to a core set of services at each one-stop center, designed to provide information to make career and labor market decisions. Core, intensive, training and support services will be made accessible on-site.

**2. One Stop Approach:** All customers may explore work readiness and career development services and have access to information on a wide range of employment, training, and adult and occupational education programs. Services will be made available through the one-stop center.

**3. Individual Choice:** Customers will have access to a vast array of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.

**4. Regional Development:** To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

**5. Cost Effectiveness:** All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

## **B. MISSION AND VISION**

### **Mission**

"We, the Columbus and Franklin County Workforce Investment Board, want to be known for building an accountable, high performing, market-driven, and streamlined workforce development system that is based on employer recognized skill standards and collaboration among stakeholders in order to prepare adults and youth for the skilled jobs of today and the careers of tomorrow."

### **Vision**

"We envision creating, nurturing, and maintaining a competent, empowered workforce which



provides Columbus and Franklin County the unique opportunity to attract and retain new businesses."

### III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

**A. PARTIES AND THEIR ROLES:** The Workforce Investment Act clearly identifies the one stop system as the service delivery system for programs funded under the Act and its partner programs. The Columbus and Franklin County One-Stop System (**Jobsight**) is a collaboration of the site partners that are responsible for administering workforce investment, educational, and other human resource programs and funding streams. The following parties are involved in the administration of the Workforce Investment Act (WIA) and the local One-Stop (**Jobsight**) system.

1. **The Franklin County Board of Commissioners**, 373 S. High Street, Columbus, Ohio 43215 (614) 462-5729. Overseeing the local workforce development system and representing the local governing authorities.
2. **Mayor, City of Columbus**, 90 W. Broad Street, Columbus, Ohio 43215 (614) 645-6610 Overseeing the local workforce development system and representing the local governing authorities.
3. **Columbus and Franklin County Workforce Investment Board**, C/O The Greater Columbus Chamber of Commerce, 37 North High Street, Columbus, Ohio 43215 (614) 225-6930 designated to work in partnership with the Franklin County Board of Commissioners and the Mayor of the City of Columbus to establish policies and oversee the workforce development system and act as the fiscal agent for all Title I WIA funds.
4. **Franklin County Department of Job and Family Services**, 80 East Fulton Street, Columbus, Ohio 43215 (614) 462-5818, was designated as the One Stop Operator, through consortium, and is responsible for the administration, management and coordination of activities at the physical one stop site(s).

The general duties of the operator include staffing of the site(s), establishing, delivering or arranging Core, Intensive and Training services for Adults, Dislocated Workers and Youth, and providing staff development and training in an effective manner in order to assure customer satisfaction. FCDJFS also has the responsibility of operating and coordinating specialized Rapid Response assistance to support Dislocated Workers and employers who are in need of services. FCDJFS is directed by the Columbus and Franklin County Workforce Investment Board in the development and implementation of WIA policies and procedures which are related to the operation of the Jobsight system. The local Jobsight offices provide valuable information to both employers and job seekers alike. Customers are assisted with job matches; local, regional, and national labor market information as well as effective career exploration and career development services. In addition, our local Jobsite system provides customers with access to long and short-term training, on-the-job training, and customized training as determined by the local economic indicators.

## **5. Required One-Stop Partners**

### **A.WIA Title I Programs (Adult, Dislocated, Youth)**

The Columbus and Franklin County Workforce Investment Board is designated as the administrative entity for Title I, federal workforce investment act programs for adults, dislocated workers and youth.

The Ohio Department of Job and Family Services is the recipient of funds under WIA Titles I and III for the administration and provision of Wagner-Peyser program activities, Unemployment Insurance, Reemployment Services, Trade Adjustment Assistance, and Veterans Employment and Training Programs. (under chapter 41, Title 38 U.S.C.)

### **B.WIA Title II Programs ( Adult Education and Literacy)**

Eastland/Fairfield Career and Technical Schools is a grant recipient of WIA Title II funds for Adult Education and Family Literacy

Columbus Public North Adult Education Center is a grant recipient of WIA Title II funds for Adult Education and Family Literacy.

Columbus Literacy Council is a grant recipient of WIA Title II funds for Adult Education and Family Literacy.

### **C.WIA Title III Programs (Wagner-Peyser, TAA, UI, Reemployment Services, Veterans E&T)**

The Ohio Department of Job and Family Services is the recipient of funds under WIA Titles I and III for the administration and provision of Wagner-Peyser Program activities, Unemployment Insurance, Re-Employment Services, Trade Adjustment Assistance, and Veterans Employment and Training Programs. (under chapter 41, Title 38 U.S.C.)

### **D.WIA Title IV Programs (Vocational Rehab. Services)**

Ohio Rehabilitation Services Commission, Columbus BVR Area Office is the recipient of funds under WIA Title IV for the administration and provision of vocational rehabilitation services and employment assistance to eligible individuals with disabilities.

### **E.Title V. Older Americans Act( Senior Community Employment Services)**

AARP Senior Community Employment Program is a grant recipient and provider of services under the Title V. Older Americans Act .

Experience Works is a grant recipient and provider of services under the Title V. Older Americans Act .

### **F.Carl Perkins Vocational And Applied Technology Education Act (Post Secondary Voc. Ed.)**

Eastland/Fairfield Career and Technical Schools is a provider of post secondary vocational education activities under the Carl Perkins Vocational and Applied Technology Education Act.

Columbus Public North Adult Education Center is a provider of post secondary vocational education activities under the Carl Perkins Vocational and Applied Technology Education Act.

Columbus State Community College is a provider of post secondary vocational education activities under the Carl Perkins Vocational and Applied Technology Education Act.

**G. TANF (Temporary Assistance for Needy Families/OWF Ohio Works First-PRC Prevention , Retention and Contingency Programs)**

Franklin County Department of Job and Family Services is responsible for operating Temporary Assistance to Needy Families (TANF) programs and services, which include the Ohio Works First Program (OWF), Prevention , Retention and Contingency (PRC) program, child care, transportation and other support services.

**H. Community Services Block Grant (CSBG) Employment and Training Programs**

The Columbus Area Metropolitan Community Action Organization is the grant recipient and provider of services under the Community Services Block Grant for employment and training activities to the economically disadvantaged through various educational , child care, health, employment, emergency food and medical support services.

The City of Columbus, Department of Development is a grant recipient of Community Services Block Grant funds, which offer employment and training related services.

**I. Housing and Urban Development (HUD) Employment and Training Programs**

Columbus Metropolitan Housing Authority is a grant recipient of federal funds from the Department of Housing and Urban Development to assist public housing residents with supportive services, resident empowerment, conflict resolution, housing management, jobs and training, apprenticeships, construction training, education and other related services.

**J. Welfare-to-Work Programs (Social Security Act Section 403 (a) (5)**

We are unaware of any agencies or organizations that are receiving WtW funds at this time

**K. Other WIA Title I Programs (Job Corps, Native American Programs, Migrant/Seasonal Farm Wkr., Veterans Workforce, National Emergency Grant, Demonstration Pilot Programs)**

Del-Jen is the grant recipient and service provider for youth services under Title I and operate Job Corps services as a contract provider.

**L. Non-Required One-Stop System Partners**

Columbus Urban League was a grant recipient of Older American Funds under Title V and Welfare to Work funds. They no longer receive these grants but they choose to remain a partner even though they are no longer mandated.

Jewish Family Services was a grant recipient of federal DOL Employment and Training funds, however the grant has or will soon terminate. They choose to remain a partner even though they will no longer be mandated.

Private Industry Council was the grant recipient of federal Welfare to Work funding but no they no longer receive this funding. They choose to remain a partner even though they are no longer mandated.

### **Jobsight System Partner Contact Information**

#### **City Of Columbus Department of Development**

50 W. Gay Street, 2ND  
Floor  
Columbus, Ohio 43215-  
9040  
Phone: 614-645-5630  
Fax: 614-645-6787  
Contact Person: Isom Nivins

#### **Columbus Literacy Council Student Services**

1200 W. Broad Street  
Columbus, Ohio 43222-  
1319  
Phone: (614) 275-0660  
Fax: (614) 275-4303  
Contract Person: Mary  
Passaglia

#### **Ohio Rehabilitation Services Commission**

2030 Kenny Road  
Columbus, Ohio 43221  
Phone: (614) 466-9364  
Fax: (614) 995-1163  
Contact Person: Ginger  
Howard, Southeast Manager

#### **Columbus State Community College Community Education And Workforce Dev.**

550 E. Spring Street  
Columbus, Ohio 43216-  
0609  
Phone: (614) 287-2511  
Fax: (614) 287-5697  
Contact Person: Dr. Jan  
Wagner/Watson Walker

#### **CMACAO Columbus Metropolitan Area Community Action Organization**

700 Bryden Road  
Columbus, Ohio 43215-  
4838  
Phone: (614) 324-5115  
Fax: (614) 324-5134  
Contact Person: Mr. George  
Yirga, President/CEO

#### **Eastland – Fairfield Career & Technical Schools**

4300 Amalgamated Place  
Groveport, Ohio 43125-  
9236  
Phone: (614) 836-4541  
Fax: (614) 836-0203  
Contact Person: Jane Hines,  
Adult Workforce  
Development Director

#### **Ohio Department Of Job And Family Services**

52 Robinwood Avenue  
Columbus, Ohio 43213  
Phone (614) 644-4775  
Fax: (614) 644-4790  
Contact Person: Ms. Karen  
Jordan, Manager

#### **Jewish Family Services**

1151 College Ave  
Columbus, Ohio 43209  
Phone: (614) 231-1890  
Fax: (614) 231-4978  
Contact Person: Ms. Inna Kinney,  
Dir. Of Business And Asset Dev.

#### **Columbus Literacy Initiative**

109 N. Front Street  
Columbus, Ohio 43215-  
2837  
Phone: (614) 228-8813  
Hotline  
(614) 645-7862 Office  
Fax: (614) 645-3835  
Contact Person: Gina  
Ficociello,

#### **Private Industry Council Inc.**

1990 Jefferson Ave.  
Columbus, Ohio 43205  
Phone: (614) 298-4742  
Fax: (614) 298-9107  
Contact Person: M. Danielle  
White, Executive Director

#### **Columbus Public Schools Department Of Community Education North Adult Ed. Ctr.**

100 Arcadia Avenue  
Columbus, Ohio 43202  
Phone: (614) 365-6000  
(614) 365-5247  
Fax: (614) 365-5239  
Contact Person: Jeanette  
Hunt-Osborne, Adult  
Director  
William Blain Waldron,  
Supervisor ABLE/ESOL/GED

#### **Experience Works Inc.**

C/O Northeast COC  
3443 Agler Rd.  
Columbus, Ohio 43219  
Phone: (614) 428-6784  
Fax: (614) 428-6859  
Contact Person: Faye  
Sharp, Field Operations  
Coordinator

**Columbus Metropolitan  
Housing Authority(CMHA)**

880 E. 11<sup>th</sup> Avenue  
Columbus, Ohio 43211  
Phone: (614) 421-6190  
Fax: (614) 421-4505  
Contact Person: Mr. John Hahn,  
Executive Director

**Job Corps**

595 East Broad Street  
Suite 100  
Columbus, Ohio 43215  
Phone: (614) 221-0642 or  
1-800-677-3374  
Fax: (614) 221-6221  
Contact Person: Mr. Tim  
Chambers, Project Director

**Columbus Urban League  
Workforce Development**

788 Mt. Vernon Avenue  
Columbus, Ohio 43203-  
1408  
Phone: (614) 257-6300  
Fax: (614) 253-1435  
Contact Person: Mr. Greg  
Hoelzel

**Senior Community  
Service Employment  
Program  
(AARP)**

1393 East Broad Street  
Suite 105  
Columbus, Ohio 43205  
Phone: (614) 252-0120

**Franklin County  
Department Of Job And  
Family Services**

80 East Fulton Street  
Columbus, Ohio 43215-  
5127  
Phone: (614) 462-5818  
Fax: (614) 462-3883  
Workforce Development  
Unit  
Contact Person: Wm. K. Willis  
Jr., WFD Director

**IV. PARTNER RESPONSIBILITIES**

**A. SERVICES TO BE PROVIDED:** Each partner is responsible for the provision of services associated with the one-stop system site. The levels of services begin with a Core set of services available to the universal population. Further assessments may necessitate the need for more Intensive and/or Training services. These services, are customized and based upon Franklin County's needs. The details are outlined in **Attachments A, (Worksheet A) and A-1 ( One Stop Service Delivery Flow and Narrative Detail of Responsibilities)**

**1.Service Description**

A full description of the services offered through the Columbus and Franklin County One Stop System are provided in the attachments **A through A3.**

**Core Services** are offered to any customer who visits the one stop regardless of income. Services under the core level include things such as Eligibility for funding, outreach, intake and orientation, job search and placement services, information regarding performance and cost on training providers, local performance measures, and the availability of support services. We also provide information on how to file for unemployment insurance, information, linkage and referral to other partner agencies, information on NON-WIA services and programs, follow up services, Reemployment Services, employer/business services and job development coordination among partners.

**Intensive Services** are provided to individuals when it is determined by initial assessment that the individual is unable to obtain or retain employment through their current core level services. Intensive services provide more comprehensive assessment, and career development services, in-depth strategies and resources that support the

individual in his or her career development or job readiness, or employment plan. Intensive services include things such as: Comprehensive or special assessments, development of an individual employment plan, individual or group counseling, career planning, short term pre-vocational services, adult education/literacy, or job readiness training. **Training Services** are provided to customers who have completed core and intensive level services and are still not able to obtain or maintain employment or who have been determined as in need of additional training. Training services include occupational skills training, On the job training, skills upgrade training, entrepreneurial training, incumbent worker training, customized training and may be long or short term depending on the need of the customer and the economic conditions at the time of the training.

## **2. Partner Service Responsibilities:**

It is the goal of the Columbus and Franklin County Workforce Investment Board to serve the Universal Customer and to assure the best possible service is provided to each customer entering the system. The customer base is segmented into two distinct categories. The Business Customer and the Job Seeker Customer. Services to both are equally important. Attachments A through A4 provide the detailed flow and process. The mandatory partners agree to accommodate a process and flow which serves the best interest of both our Business and Job Seeker customers. Our goal is to work toward an integrated service delivery system and not simply a co-location model. **The partner service responsibilities are listed in the matrix of Worksheet A.**

## **3 .Methods of Referral:**

The referral process provides convenience of services to individuals and businesses using Franklin County JobSight One-Stop Centers and makes available all core services at the sites. This process provides for a continuum of services and follow-up to ensure individual and business needs have been met. Staff-assisted services are essential to making self-service resources accessible to customers. Services mandating staff assistance, such as, the release of suppressed job information, are exempted from the Core Services Application/Referral process. **The Core Services Application/Referral Form(Attachment A-4.)** will be used to gather demographic and pre-registration information on core level customers and to refer potentially eligible customers to other partner services. The function of the Core Services Application/Referral Form is to: a.) make an initial determination of the customer's eligibility for services; b.) identify the customer's WIA category; c.) serve as documentation of a referral to a partner agency; d.) identify the type of services provided by the referring agency; e.) provide a release of information and allows partners to share eligibility, service and employment information; f.) identify the staff/department of the receiving agency, and g.) serve as turn-around document identifying the services provided by the receiving agency. All partners agree to follow the Franklin County Jobsight one-stop centers' referral process and prescribed workflow.

The standard WIA application will be used to register eligible customers for WIA services. **See attachment A-7.**

### **a. Customer Work Flow**

The Franklin County JobSight One-Stop centers work flow and referral process is designed to afford our customers access to all core services of the one-stop centers and system. The system and flow are designed to accommodate any customer scenario either directly or by referral to partner agencies. The system is designed from the perspective of the job seeker customer as well as the business customer with convenience and quality in mind. **The general service delivery flow is and detail of responsibilities are outlined in attachment A-1. The job seeker flow and the business flow are outlined in attachments A-2 and A-3.**

#### **b. Partner Referral**

Referrals will be tracked using the common intake/referral form noted in the customer work flow narrative. A general needs assessment will be completed to determine to whom the customer should be referred and what degree of services they might require. In some instances the customer will simply be referred to a partner agency. In other instances a formal referral process will be followed and maintained. The County ECAM system is equipped to track and monitor all referrals to internal and external partners. The general Core Referral form is online and can be used as a hardcopy or through electronic means if necessary. In addition, it is the desire of the Policy Board to include all One Stop partners in the ECAM tracking system. Partners will have the ability to accept electronic referrals, monitor in common customers, add case notes and also submit billing information, is the partner happens to be a service provider as well.

### **B. RESOURCE COST SHARING**

The provision of direct services to individuals and business is a key component in the Columbus and Franklin County one-stop system. Each partner serves a specific segment of the population, and provides services that benefit those individuals. Partners are responsible for the funding of their direct program services. The Columbus and Franklin County one stop system includes operational expenses at the comprehensive site located at 3723 South High Street, Columbus, Ohio 43215. Partners have shown interest in co-locating at other sites throughout the city but financial arrangements have not been discussed at this point. The MOU will be revised when and if other partner co-location plans have been solidified. All partners will share proportionate responsibilities for the costs of the operation expenses of the Columbus and Franklin County system.

1. Operational Budget: The total preliminary operational budget for the Columbus and Franklin County one stop system is **\$299,110.00**. Each partner's proportionate fair share was calculated using the Full Time Equivalent or FTE method. The square footage method was used to determine facilities cost, equipment, supplies and resource room operation costs.
2. Resource/Cost Sharing Agreement: An overview of each partner's fair share operational cost is outlined in Attachment B, the Resource/Cost Sharing Agreement. Included in the attachment is a narrative describing the cost sharing expense items and the contribution of the partners. A quarterly reconciliation of budget and actual costs will be conducted and costs sharing budgets will be adjusted based on this reconciliation.

### **V. GENERAL PROVISIONS**



1. PERFORMANCE GOALS: All partner agencies agree to coordinate to meet or exceed the WIA performance measures for Franklin County JobSight Office(s). Performance scope will include Adults, Dislocated Workers, Older Youth, Younger Youth, and Customer Satisfaction as outlined in the Workforce Investment Act. The Franklin County Department of Job and Family Services will report quarterly on performance status. Partners agree to meet as needed to discuss and analyze performance status and to work together to develop and implement processes and procedures to assure performance measures are met. A partner that is an eligible training provider will post The Eligible Training Provider information at their service delivery location. (The WIA Performance Measures are included as Attachment C.)

2. PERFORMANCE REPORTING: All partner agencies will participate in a common intake, referral and individual tracking system operating through the JobSight Office(s). Whenever WIA funds are expended to serve an individual, all partners agree to enter/maintain that information through the required State Tracking System. All partner agencies also agree to refer and/or enter all job openings and individuals into the State automated system (SCOTI ) with agreement of the employer and /or job seeker.

3. CONTINUOUS IMPROVEMENT: All partner agencies will participate in an on-going process of program review and evaluation in an effort to improve the quality of service and to promote the integration of activities and related programs or services as appropriate. Partner agencies will also participate in a joint planning process that will regularly analyze the workforce and business community trends and adapt to their needs as appropriate. All partner agencies will agree to the use of a standard tool to capture customer satisfaction data. Data will be gathered and compiled on a regular basis from the daily surveys which are forwarded from the one stop staff. Routine reports will be generated and shared with all partner agencies.

4. INFORMATION SHARING/CONFIDENTIALITY: All partners agree that any information considered public assistance information pursuant to section 5101.26 of the Ohio Revised Code received by partners will be used only for the purposes set out in this MOU and will not be re-released to anyone except as allowed by section 5101.27 of the Ohio Revised Code or any other state or federal law which governs release of the information. The parties also agree that the sharing of unemployment compensation claim, wage, employer or employment and training information will be for the purpose of providing employment and training programs and services pursuant to the provisions contained in section 4141-43-01 and 4141-43-02 of the Ohio Administrative Code. Additionally, the parties agree that the use of confidential information obtained through and with the Ohio Rehabilitation Services Commission will be governed under Section 3304-2-63 of the Ohio Administrative Code.

5. AMENDMENTS: Except as set forth in paragraph (2), the information contained in this MOU may be modified or amended by written consent of all of the partners. Any request to amend a provision should be made in writing to the Columbus and Franklin County Workforce Investment Board and must be agreed to by all partners. The Columbus and Franklin County Workforce Investment Board will notify the other partners of the details of any modification request.

The MOU may be modified from time to time to add new one-stop partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed prior to adding additional partners.

It is understood by the parties that each should be able to fulfill its One-Stop role in full accordance with any federal and state laws and policies which govern or affect their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operations procedures. If at any time any party is unable to perform its functions under this Agreement consistent with federal, state, or local statutory, regulatory or policy mandates, the affected party should immediately provide written notice to all other parties of their intent to amend or modify the agreement at least 30 days in advance of effectuating the amendment or modification. No consent from the other parties will be requested if an amendment or modification is made pursuant to this provision. Periodically the resource/cost sharing agreement may require adjustments based on reconciliation of projected costs to actual expenses and for minor adjustments to cost sharing items. Minor adjustments of this type will not require a formal amendment to the MOU. The fiscal agent is required to notify the partners of any such modification.

6.SUPPLEMENTAL AGREEMENTS: To ensure utmost flexibility for all partners, it is understood that the Columbus and Franklin County Workforce Investment Board may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the Columbus and Franklin County Workforce Investment Board. Any supplemental agreement, amendment or attachment made pursuant to this provision will automatically be incorporated by reference into this MOU and copies shall be provided to all partners.

7.IMPASSE RESOLUTION: In the event that an impasse should arise between the partner(s) and/or the Columbus and Franklin County Workforce Investment Board regarding terms and conditions, the performance, or administration of this MOU, the following procedure will be initiated: (1) A written document detailing the impasse will be submitted to the Franklin County Department of Job and Family Services. The Columbus and Franklin County Workforce Investment Board and Franklin County Department of Job and Family Services will attempt to resolve the issue. The Columbus and Franklin County Workforce Investment Board and the partner(s) should document the negotiations and efforts that have taken place to resolve this issue. (2) If the impasse is not resolved, the Executive Committee of the Columbus and Franklin County Workforce Investment Board will appoint a special committee to review and attempt resolution of the impasse. (3) In the event an agreement cannot be reached, the Columbus and Franklin County Workforce Investment Board Chairperson will meet with the local elected official(s) and/or the partner(s) and/or the Franklin County Department of Job and Family Services based on the nature of the impasse to resolve the issue and will make a recommendation within thirty (30) working days of receiving the dispute. The whole process should be completed within ninety (90) days. (4) Impasses involving state level partners will have the participation of their respective executive director, administrator or their designees, in all resolution activities.

8. WITHDRAWAL: Partners having legally enforceable agreements relating to their participation in the one-stop may be bound by the terms contained therein, but since this is an informational document, any partner to this MOU may withdraw as a signatory from this MOU. It is requested that written notice be provided to all other parties setting forth their intent to withdraw at least thirty (30) days prior to their last anticipated day as a signatory. Withdrawal by one or more partners to the MOU will only result in withdrawal of the MOU for the remaining partners if the service or funds provided by the withdrawing partner(s) is/are essential to the continuing viability of the Columbus and Franklin County JobSight office(s) and the withdrawing partner(s) cannot be easily replaced.

9. NON-DISCRIMINATION: All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity, including section 188 of the Workforce Investment Act. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

10. MISCELLANEOUS:

a) NO INDEMNIFICATION AND LIABILITY: By executing this MOU each partner agrees to work together to deliver Columbus and Franklin County one-stop services for employers, employees, and those seeking employment. However, the partners are not legally “partners” to the extent that term encompasses joint and several liabilities. Each partner under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

b) MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES: All partners identified in this MOU or in supplemental agreements to this MOU will respect each others’ organizational practices and management structures in the provision of services under the MOU.

c) RECORDS MAINTENANCE: The Franklin County Department of Job and Family Services is responsible for all records pertaining to the administration and operation of the Columbus and Franklin County Workforce Investment Board *JobSight office(s)*. This includes all fiscal and accounting records, budgets, performance measures, referral tracking records, customer service surveys and any other pertinent records. In addition, the Franklin County Department of Job and Family Services will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided and populations served, and performance information. These records will be made available to all partners upon request. When a partner’s record retention policies are not equal, the most stringent of these policies should be applied to all partners in regard to any one-stop costs. (Reference 29 CFR 97.42)

d) CROSS-TRAINING: The partners will encourage, accommodate staff, and/or provide training and cross-training, as deemed appropriate, to ensure that all partner staff are familiar with all programs represented within the Columbus and Franklin County one-stop system in order to integrate services, reduce duplication and improve overall service delivery.

e) VETERANS PREFERENCE: All applicable federally funded employment and training programs administered by the Columbus and Franklin County one-stop state agency partners will include a veteran priority system to provide maximum employment and training opportunities to veterans and other eligible persons within each targeted group as established by applicable federal law and state and federal policy in the service area.

f) REEMPLOYMENT SERVICES/ COMPENSATION CLAIMANTS: The Franklin County Department of Job and Family Services will assume responsibility for selecting, scheduling, delivering and reporting orientation sessions and other re-employment services for claimants as outlined in the one stop reemployment services which are attached to this agreement for reference. The designated coordinator is Gena Phillips.

g) ONE-STOP POLICIES AND PROCEDURES: The Columbus and Franklin County JobSight partners agree to maintain operational control and responsibility for staff , while assuring staff adhere to policies and procedures of the one stop system. Any “partner specific” variances with one-stop policies and procedures will be documented in a supplemental agreement separate from this MOU. General operational policies were drafted and adopted in 2000 and are in the process of being revised. See attachment D

## VI. SIGNATURE PAGE

By signing this MOU, all partners acknowledge that they have reviewed the contents of the document and find it accurately reflects a general understanding of their involvement in the one stop system.

*(Note: Several partners have had, or will have federal grants or funding streams terminate during the course of this MOU. )*

---

_____ Chair, Workforce Investment Board	Date
--	------

---

_____ Chair, Franklin County Board of Commissioners	Date
--	------

---

_____ Mayor, City of Columbus	Date
----------------------------------	------

---

_____ Chair, Regional Council of Government	Date
--	------

---

_____ Director, Franklin Co. DJFS, One Stop Operator, and WFD Agency	Date
---	------

_____ Representative, Eastland-Fairfield Career and Tech Schools	Date
_____ Representative, Ohio Rehabilitation Services Commission	Date
_____ Representative, Ohio Dept. of Job and Family Services	Date
_____ Director, Columbus Metropolitan Community Action Organization	Date
_____ Representative, AARP	Date

**Columbus and Franklin County MOU  
SIGNATURE PAGE CONTINUED**

_____ Representative, Experience Works	Date
_____ Representative, Columbus Metro Housing Authority	Date
_____ Representative, DEL-JEN ( <i>Job Corps</i> )	Date

— Representative, Private Industry Council	Date
— Representative, Columbus Urban League	Date
— Representative, Jewish Family Services.	Date
— Representative, Columbus Literacy Council	Date
— Representative, Columbus State Community College	Date
— Representative, North Adult Education Center	Date

(\*\*Note: Please contact the Central Office via email ([WPBOffice@columbus.org](mailto:WPBOffice@columbus.org)) if you like to review the attachments referenced in the MOU.)

## **ATTACHMENT D — (Intergovernmental Agreement)**

### **AGREEMENT BY AND BETWEEN THE COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO AND THE MAYOR OF THE CITY OF COLUMBUS, OHIO**

This Service Area Agreement (this “Agreement”) was developed as a result of a coordinated effort between the County Commissioners of Franklin County, Ohio (the “Commissioners”) and the Mayor of the City of Columbus, Ohio (the “Mayor”), respectively, in order to provide a comprehensive program of employment, training, education and related services to individuals and businesses located within Franklin County, Ohio (the “County”) or the City of Columbus (the “City”). The Services are

designed to be provided in accordance with, but are not limited to, the Workforce Investment Act of 1998, as amended.

### **RECITALS**

**WHEREAS**, the United States Congress (“Congress”) has established, and the President of the United States has signed into law, the Workforce Investment Act of 1998, as amended (the “Act”) and has charged the Governor of the State of Ohio (the “Governor”) with the establishment of local workforce investment areas;

**WHEREAS**, the County and the City are (i) political subdivisions of the State of Ohio (the “State”) and are “units of general local government” as such term is defined in the Act; (ii) consistent regarding one or more labor market areas, transportation routes, labor, commerce and manufacturing sectors; (iii) consistent regarding opportunities for education and training services; and (iv) consistent with areas in which related services are provided under other State or Federal programs;

**WHEREAS**, the consolidated population base of the County and the City is approximately 1,068,978;

**WHEREAS**, the County and the City recognize and understand that through their mutual cooperation, the programs and projects contemplated herein will be more efficiently designed to provide workforce and economic opportunities for individuals and businesses and will result in a more skilled labor force with higher productivity;

**WHEREAS**, the County and the City desire to establish a regional workforce development system to prepare the local workforce to support the future needs of existing local employers by identifying and assessing local industry employment requirements, preparing job seekers through training for positions in areas of need, and coordinating the efforts of local government, nonprofit and for profit businesses and educational resources to provide specialized training;

**WHEREAS**, the County and the City desire to recruit and attract new employers to the local area through research, assessment and evaluation of economic and industry trends and matching employment needs of employers relocating to the local area with job seekers who have the required knowledge, skills and abilities to satisfy such needs;

**WHEREAS**, the County and the City desire to prepare the workforce of the future, to prepare job seekers to obtain positions in job growth areas that can provide sustained income to families, to help dislocated workers find employment and to prepare our youth, particularly those who are at risk, to be successfully employed in adulthood; and

**WHEREAS**, the signatories to this Agreement are all elected officials of duly constituted units of general local government, acting pursuant to constitutional, statutory or implied authority to enter into this multi-jurisdictional agreement;

**NOW, THEREFORE**, in consideration of the recitals set forth above, the parties do hereby agree as follows:

A. The County and the City do hereby form a local area (the “Service Area”), which shall consist of the combined jurisdictions of the County and the City, with the primary purpose of (i) assessing the workforce needs and (ii) developing strategies, plans, programs and policies to provide employment training, education and related services to citizens and businesses residing or located in the Service Area.

B. The Commissioners and the Mayor (collectively the “Chief Elected Officials”) shall preside over and carry out the purposes of this Agreement. Except as otherwise specifically required herein or in the Act, the Chief Elected Officials may delegate any of the duties and obligations set forth herein to any other administrative body of the City or the County or to any other person, or group of persons, as the Chief Elected Officials may determine, from time to time, to be appropriate.

C. The Chief Elected Officials shall seek from the Governor certification of the Service Area as a local workforce investment area under the Act or future similar legislation or rules as promulgated, from time to time, by either Congress or the State.

D. The Chief Elected Officials shall, without delegation, appoint a Workforce Investment Board (the “WIB”) as is set forth in 29 U.S.C.A. § 2832, as may be amended from time to time, and as is further detailed in Article IV herein.

E. The power, authority, rights, obligations and duties of the Chief Elected Officials, in respect of the Service Area, shall be as set forth herein and under the Act, and as may be further agreed upon by the Chief Elected Officials, from time to time.

F. Whenever any vote is required to be taken of, or any consent or approval is required from, the Chief Elected Officials, each vote, consent or approval shall mean the vote, consent or approval of the Commissioners, acting as a Board of Commissioners, on the one hand, and the vote, consent or approval of the Mayor, on the other hand.

## **ARTICLE I**

### **VISION AND INTENT**

The Chief Elected Officials agree that the vision and intent of the workforce development programs, policies, processes and procedures to be established and enacted pursuant to this Agreement and funded under the Act, or with any other funds made available to the Service Area for such purposes under any other Federal, State or local program, are as follows:

Section 1.01      Workforce Investment Policies.      The Chief Elected Officials, through the WIB, shall establish workforce investment policies and programs that prepare individuals, including adults and youth populations, for worthwhile and sustainable



employment, especially recognizing those economically disadvantaged individuals and others in special need, within resource constraints. The WIB shall design such workforce investment policies to increase the employment, retention and earnings of participants and to increase participants' occupational skills.

Section 1.02      Workforce Development Catalyst. The Chief Elected Officials shall aid area businesses by establishing the WIB to serve as a community workforce development catalyst, promoting not only a strong local economic development effort, but also facilitating the Service Area's capacity to meet the requirements of a highly productive workplace by assuring that education and training opportunities within the Service Area are:

- (a) well planned and supported by the private sector;
- (b) well coordinated;
- (c) easily accessible by residents of and businesses located within the Service Area; and
- (d) of a high quality.

## **ARTICLE II**

### **GEOGRAPHIC JURISDICTION OF THE SERVICE AREA**

Section 2.01      Jurisdiction. The Service Area is comprised of the combined geographic areas of the County and the City. According to the Office of Strategic Research, Ohio Department of Development, 2000 Census, the total population included within the boundaries of the Service Area is approximately 1,068,978.

Franklin County Population (excluding the City of Columbus)	357,508
City of Columbus Population	711,470
Total Population	1,068,978

## **ARTICLE III**

### **POWERS, RESPONSIBILITIES AND DUTIES OF THE CHIEF ELECTED OFFICIALS**

Section 3.01      Actions by Chief Elected Officials. Except where a Chief Elected Official is authorized expressly in this Agreement to act independently, the Chief Elected Officials shall act as Chief Elected Officials only with the agreement or consent of both

the Commissioners, acting as a Board of Commissioners, on the one hand, and the Mayor, on the other hand.

Section 3.02      Dispute Resolution. In the event that the Chief Elected Officials are unable to reach agreement on any matter properly before them, the matter shall be referred to the Ohio Commission on Dispute Resolution. The decision of the Ohio Commission on Dispute Resolution shall be final and binding on the Chief Elected Officials.

Section 3.03      Incorporation of Administrative Entity. The Chief Elected Officials shall cause an administrative entity to be incorporated as a nonprofit corporation in accordance with the provisions set forth in Chapter 1702 of the Ohio Revised Code (the “Workforce Investment Corporation” or “WIC”). The members of the Board of Directors of the WIC shall constitute the WIB.

## **ARTICLE IV**

### **COMPOSITION AND APPOINTMENT OF WIB**

Section 4.01      Members of the WIB. The Chief Elected Officials shall appoint the members of the WIB (“Directors”) from a list of persons nominated as set forth in subsections (a)-(c) below in accordance with the Act (as may be amended from time to time) and any rules promulgated by the State to implement the Act (as may be amended from time to time), and shall seek certification of the WIB from the Governor once every two years. Notwithstanding anything else contained in this Agreement to the contrary, if and to the extent that the Act and/or the rules promulgated by the State to implement the Act are hereafter revised to eliminate or add requirements with respect to the composition or qualifications of members of a local board (as defined under the Act), then this Section 4.01 shall be deemed to be amended accordingly.

(a) *Qualifications of Directors*. The qualifications of Directors set forth in this Section 4.01(a) are intended to comply with the requirements of the Act and the related rules promulgated by the State. The Chief Elected Officials shall appoint Directors who satisfy the following criteria:

- (i) representatives of business in the local area who:
  - A) are owners of businesses, chief executives or operating officers of businesses and other business executives or employers with optimum policymaking or hiring authority;
  - B) represent businesses with employment opportunities that reflect the employment opportunities of the Service Area; and
  - C) have been nominated to serve as Directors by local business organizations and business trade associations;

(ii) Representatives of educational entities located in the Service Area, including representatives of educational agencies, school boards, entities providing adult education and literacy activities and postsecondary educational institutions (including representatives of community colleges) located within the Service Area, who have been nominated to serve as Directors by regional or local educational agencies, institutions or organizations representing such local educational entities;

(iii) Representatives of labor organizations (where possible, organized labor representatives from labor organizations that represent private sector employees), nominated by labor federations which represent employees, or the representatives of employees, within the Service Area;

(iv) Representatives of community-based organizations such as organizations representing individuals with disabilities, veterans or similar other organizations;

(v) Representatives of economic development agencies which serve the Service Area;

(vi) Representatives of each of the “One-Stop Partners” (as defined in the Act); and

(vii) Such other individuals or representatives of entities as the Chief Elected Officials may determine to be appropriate from time to time.

(b) *Composition of the WIB.* The number of Directors shall be determined, from time to time, by written agreement of the Chief Elected Officials, in accordance with the Act, the rules promulgated by the State thereunder and the following provisions:

(i) A majority of the Directors shall be representatives described in Section 4.01(a)(i) hereof;

(ii) At least two Directors shall be representatives described in Section 4.01(a)(ii) hereof;

(iii) At least two Directors shall be representatives described in Section 4.01(a)(iii) hereof;

(iv) At least two Directors shall be representatives described in Section 4.01(a)(iv) hereof;

(v) At least two Directors shall be representatives described in Section 4.01(a)(v) hereof;

(vi) At least one Director shall be a representative of the local agencies delivering the Ohio Works First programs within the Service Area; and

(vii) To the extent feasible given the mandates of the Act, the Chief Elected Officials shall make appointments in a manner that ensures appropriate geographic representation and gender, racial and ethnic diversity.

(c) *Appointment.* The Commissioners, as a Board of Commissioners, on the one hand, and the Mayor, on the other hand, each shall have the authority, acting separately, to appoint (i) at least one Director satisfying each of the qualifications set forth in Sections 4.01(b)(i), (ii), (iii), (iv) and (v) hereof. One-half of all other Directors, if any, shall be appointed each by the Commissioners and the Mayor, respectively, except that if only one Director meeting the qualifications under Section 4.01(b)(vi) is appointed, or if there are an odd number of Directors on the WIB, then the Director who qualifies under Section 4.01(b)(vi) and/or such odd number Director shall be appointed jointly by the Chief Elected Officials.

(d) *Term.* Each Director shall serve at the pleasure of the Chief Elected Official or Chief Elected Officials entitled to appoint such Director, for the following term:

(i) one-third of the Directors initially appointed by the Commissioners and the Mayor, as the case may be, shall serve for a term of three (3) years;

(ii) one-third of the Directors initially appointed by the Commissioners and the Mayor, as the case may be, shall serve for a term of two (2) years;

(iii) one-third of the Directors initially appointed by the Commissioners and the Mayor, as the case may be, shall serve for a term of one (1) year; and

(iv) thereafter, each Director appointed by the Commissioners and/or the Mayor, as the case may be, shall serve for a term of three (3) years;

**Provided that,** each Director also shall serve until his or her successor is duly appointed in accordance with this Agreement, the Act and the rules promulgated by the State under the Act, or his or her earlier resignation, removal from office or death. There shall be no limit upon the number of terms that a Director may serve. The Commissioners and the Mayor, respectively, shall be authorized to remove any Director from the WIB who has been appointed by the Commissioners or the Mayor, as the case may be, in accordance with this Agreement.

## **ARTICLE V**

### **ADMINISTRATIVE MATTERS**

Section 5.01 Grant Recipient. The Chief Elected Officials shall serve as the local grant recipients for the grant funds allocated to the Service Area under the Act and shall be responsible for the use of such funds.

Section 5.02 Fiscal Agent. The Chief Elected Officials hereby designate the WIC as the Fiscal Agent (the "Fiscal Agent") or local grant sub-recipient under the Act.

The Fiscal Agent shall promptly disburse funds received by it for workforce investment activities at the direction of the WIB, pursuant to the requirements of the Act.

Section 5.03      Liability.      Subject to the provisions of Columbus City Charter, § 159, and the Ohio Revised Code, § 5705.41, the Chief Elected Officials hereby agree that if liability arises for the repayment of funds disbursed to the Service Area under the Act, that the party or parties responsible for such liability, in order of responsibility, shall be (i) first, the sub-recipient or program operator, (ii) second, if the sub-recipient or program operator does not or cannot assume the liability, the Fiscal Agent, and (iii) third, if the Fiscal Agent does not or cannot assume the liability, the Chief Elected Officials, based upon the percentage of funds allocated to the County and the City, respectively, to the total amount of funds allocated to the Service Area under the Act and the rules promulgated by the State to implement the Act.

Section 5.04      Financial Records and Reports.      The Chief Elected Officials agree that:

(a) *Reports.*      The WIB shall provide to the Chief Elected Officials on a quarterly basis financial status and performance reports for the WIB and the WIC.

(b) *Maintenance of Financial Records.*      The WIB shall cause the WIC to prepare and maintain its accounts, appropriations and other fiscal records in accordance with generally accepted accounting principles in the United States ("GAAP").

(c) *Annual Audit.*      The WIB and the WIC shall be audited annually in accordance with the standards applicable to GAAP and the results of the annual audit shall be provided to the Chief Elected Officials.

(d) *Inspection.*      At any time during normal business hours and as often as the Chief Elected Officials may deem necessary, the WIB shall make available to the Chief Elected Officials for examination all records of the WIB and the WIC with respect to all matters relating to the activities of the WIB and the WIC as contemplated by this Agreement. The Chief Elected Officials may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to such activities.

(e) *Fidelity Bond.*      The WIB shall cause the WIC to carry sufficient insurance coverage to protect the assets of the WIC from loss due to theft and/or fraud and, as a minimum, to obtain a blanket fidelity bond covering all Directors and officers of the WIC.

Section 5.05      Equal Opportunity Policy.      To ensure non-discrimination and equal employment opportunities for all, the WIB and the WIC shall be required to recruit, hire and promote employees without regard to race, color, religion, national origin, sex, ancestry, age, political affiliation or beliefs, disability, citizenship or military status.

Section 5.06      Local Plan. The Chief Elected Officials shall, jointly with the WIB, develop and present to the Governor a five year local plan for the Service Area (the “Local Plan”) satisfying, at a minimum, all of the requirements of the Act and consistent with the State Plan, as adopted or amended by the Governor’s Workforce Policy Board.

Section 5.07      Performance Measures. The Chief Elected Officials, the WIB and the Governor shall negotiate and reach agreement on local performance measures as set forth in 29 U.S.C.A. § 2871.

Section 5.08      Sunshine Law. The Chief Elected Officials shall make available to the public, on a regular basis through open meetings, information regarding the activities of the Chief Elected Officials, including information regarding (i) the Local Plan prior to its submission to the Governor; and (ii) membership, designation and certification of “One-Stop Operator(s)” (as defined in the Act). Upon request, minutes of formal meetings of the Workforce Investment Board also shall be made available to the public. As a minimum, the Chief Elected Officials and the Workforce Investment Board shall comply with the requirements of §121.22 and §149.43 of the Ohio Revised Code.

## **ARTICLE VI**

### **MISCELLANEOUS**

Section 6.01      Amendments. Amendments or modifications to this Agreement or to the Local Plan may be proposed by the Chief Elected Officials or the WIB. An amendment, modification or termination of this Agreement shall be effected only with the agreement or consent of the Chief Elected Officials.

Section 6.02      Termination. The Commissioners (acting as a Board of Commissioners) and the Mayor each reserve the right to terminate and withdraw from this Agreement upon 60 days prior written notice delivered to the other party or parties.

Section 6.03      Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case because it conflicts with any provisions of the Act, or other State or Federal laws, statutes, rules of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable.

Section 6.04      Transition Period. The parties hereto acknowledge and agree that there will be a transition period (the “Transition Period”) for the implementation of the terms and conditions of this Agreement, including, but not limited to, the formation of the WIB and the WIC, and that during the Transition Period until the WIB and the WIC have become operational sufficiently to carry out the requirements under the Act, (i) the Workforce Development Intergovernmental Agreement approved by the Board of Commissioners Resolution 319-00 and the Mayor shall remain in effect and (ii) the parties to said agreement shall continue to carry out their respective duties and

responsibilities under said agreement. The Transition Period shall not extend beyond June 30, 2004.

Section 6.05      Counterparts.      This Agreement may be signed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06      Governing Law.      This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**This Service Area Agreement**, by and between the local elected officials of Franklin County and the Mayor of the City of Columbus, is effective this 1st day of October, 2003.

By signature, the undersigned elected official(s) of each of the parties hereto assures this authority:

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, OHIO

CITY OF COLUMBUS

BY: \_\_\_\_\_  
DEWEY R. STOKES, PRESIDENT

BY: \_\_\_\_\_  
MICHAEL B. COLEMAN,  
MAYOR

BY: \_\_\_\_\_  
ARLENE SHOEMAKER

BY: \_\_\_\_\_  
MARY JO KILROY

AGREEMENT APPROVED AS TO FORM:

RON O'BRIEN  
PROSECUTING ATTORNEY  
FRANKLIN COUNTY, OHIO

APPROVED AS TO FORM,  
CORRECTNESS AND  
AND LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Assistant Prosecuting Attorney

BY: \_\_\_\_\_  
Richard C. Pfeffer, Jr.  
City Attorney, City of  
Columbus



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN AMENDMENT,  
EFFECTIVE FEBRUARY 17, 2004, TO AN  
AGREEMENT BETWEEN THE COUNTY  
COMMISSIONERS OF FRANKLIN COUNTY, OHIO  
AND THE MAYOR OF THE CITY OF COLUMBUS.  
(COMMISSIONERS)

WHEREAS, per resolution 991-03, an agreement was entered into on October 1, 2003, between the Franklin County Commissioners and the Mayor of the City of Columbus regarding the formation of a local service area under the Workforce Investment Act of 1998, as amended.

WHEREAS, through this amendment the Franklin County Commissioners and the Mayor of the City of Columbus jointly appoint an initial Workforce Investment Board of directors to serve until June 30, 2004, unless extended by agreement.

WHEREAS, all other terms and conditions of the existing agreement remain unchanged; and

WHEREAS, the amendment requires approval by the Board of Commissioners, now, therefore, upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

1. That the amendment to the existing AGREEMENT BY AND BETWEEN THE COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO AND THE MAYOR OF THE CITY OF COLUMBUS is hereby approved.

Voting Aye thereon:

\_\_\_\_\_  
ARLENE SHOEMAKER, PRESIDENT

\_\_\_\_\_  
DEWEY R. STOKES

\_\_\_\_\_

MARY JO KILROY  
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, OHIO

Voting Nay thereon:

---

ARLENE SHOEMAKER, PRESIDENT

---

DEWEY R. STOKES

---

MARY JO KILROY  
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, OHIO

:

## ATTACHMENT E- (Performance Levels Information)

**PROPOSED PLAN MODIFICATION  
STATE OF OHIO  
WORKFORCE INVESTMENT ACT  
TITLE I/WAGNER-PEYSER  
FIVE YEAR STRATEGIC PLAN  
JULY 1, 2000 - JUNE 30, 2005**

Ohio's Performance Indicators and Goals						
WIA Requirements at Section 136(b) Performance Indicators	Year 2 Actual Performance	Performance Goals by Year				
		1	2	3	4	5
<b>ADULTS</b>						
Adult Entry into Unsubsidized Employment	72%	65%	68%	72%	71%	71%
Adult Retention Rate after 6 Months	81.6%	77%	79%	81%	82%	82%
Adults Earnings Gain after 6 Months	\$5,991	\$3,450	\$3,600	\$3,750	\$3,475	\$3,475
Adult Credential Attainment Rate	52.4%	60%	62%	65%	66.3%	66.3%
<b>DISLOCATED WORKERS</b>						

Dislocated Worker Entered Employment Rate	79.7%	76%	78%	81%	78%	78%
Dislocated Worker Retention Rate	87.8%	84%	86%	88%	88%	88%
Dislocated Worker Replacement Wage	119.9%	88%	90%	93%	98%	98%
Dislocated Worker Credential Attainment Rate	51.5%	60%	62%	65%	66.3%	66.3%
YOUTH 19-21						
Youth 19-21 Entered Employment Rate	74.6%	63%	65%	67%	65%	65%
Youth 19-21 Retention Rate	77.4%	72%	74%	77%	78%	78%
Youth 19-21 Earnings Gains	\$5,619	\$2,850	\$3,000	\$3,200	\$3,264	\$3,264
Youth 19-21 Credential Attainment Rate	32.1%	50%	52%	55%	50%	50%
YOUTH 14-18						
Youth 14-18 Attainment of Basic/Work Readiness/ Occupation Skill	48.8%	72%	74%	77%	72%	72%
Youth 14-18 Attainment of Secondary School Diplomas or Equivalent	23.8%	55%	57%	60%	52%	52%
Youth 14-18 Placement and Retention in Post-Secondary Education Training, or Placement in Military, Employment, Apprenticeships	13.8%	50%	52%	55%	55%	56%
CUSTOMER SATISFACTION						
Participant Customer Satisfaction	79.5%	70%	72%	75%	76.5%	76.5%
Employer Satisfaction	65.3%	66%	68%	70%	71.4%	71.4%

## ATTACHMENT F – (Procurement Process Document)

# COLUMBUS AND FRANKLIN COUNTY WORKFORCE INVESTMENT BOARD

## PROCUREMENT PROCESS

FOR USE BY  
The Workforce Investment Corporation

### 1. Development of the RFP

Much of the RFP is “boilerplate” that does not vary from RFP to RFP. The boilerplate section includes the process to be followed in submitting a proposal, how the proposal is to be organized, the process for review and evaluation, process for negotiation and contracting, and how to protest the contract award decisions.

The RFP contains the specific criteria that will be used in scoring the proposals received in response to the RFP. Although the criteria and weighting are generally the same from RFP to RFP, they will be reviewed each time to see if they need to be modified to best reflect what we are trying to achieve with that particular RFP.

The Scope of Services section of the RFP, and finalization of the scoring criteria, are areas that will be developed in consultation with the responsible Workforce Policy Board Committee through the staff assigned to that Committee. The Scope of Services should be as specific as possible on the outcomes to be achieved, but should be fairly open on how the work is to be accomplished. In most instances the RFP should include a cost range within contracts will be awarded, so that vendors have an idea of how extensive a program is envisioned.

## **2. Build the RFP Distribution List**

RFPs will be sent out to every possible organization that staff are aware might be interested in responding to some or all of the RFP. Both County Purchasing and the Department of Job and Family Services maintain a database of potential vendors.

In addition, an ad will be placed in the Sunday issue of the *Columbus Dispatch*, advertising the availability of the RFP. These ads should also contain information on the Pre-Bidders conference, deadline dates for the proposals, and a place to contact for additional information.

## **3. Pre-Bidders Conference**

A pre-bidders conference will be conducted within the first 10 days after we mail out an RFP. Generally, 30 days will be allowed for submission of proposals. Attendance at the bidder’s conference will not be mandated, however attendance will be strongly encouraged. Vendors have emphasized how important these conferences have been in helping them understand what is being required in preparing their proposals. All questions asked and responses given during the pre-bidders conference will be recorded. A copy of the questions and answers will be sent within a week to all who attended the conference or who submitted to us a Letter of Intent to Bid.

## **4. Intent to Bid**

Any vendors who intend to submit a proposal will be required, by a date indicated in the RFP, to submit a letter indicating their intent to bid. This assures that all potential vendors receive the same information upon which to base their proposal.

## **5. Screening for Mandatory Requirements**

Requirements that absolutely must be met in the proposal will be identified in the RFP. Failure to meet those requirements will result in a low score or elimination of the proposal from further consideration.

## **6. Review Panel**

The size and composition of the Review Panel depends on the expected number of bids and the complexity of the services being sought. Generally, the Review Panel will consist of four to seven reviewers. The review panel must include content experts in the area being addressed in the RFP. The Review Panel will include community representatives, representing employers, the City, and other interested parties, in addition to staff representatives from the Central office and the County. A management representative from the administrative entity will chair the Review Panel and facilitate the review process. The Chair may or may not also score proposals.

## **7. Review and Scoring**

The Review Panel will use a multi-step process for reviewing proposals. The review criteria detailed in the RFP are grouped into 5 areas: 1) responsiveness to the Scope of Work, 2) relevant experience, 3) cost effectiveness, 4) reporting and project management control, and 5) creativity of the proposal approach. Proposals are reviewed and scored by the Review Panel, applying the criteria and score weightings applicable to criteria in every area except cost effectiveness. Staff review the cost proposals and rank them by cost, giving an overall score to the cost of the proposal, using a scoring scale that gives more points for proposals that are within or under the estimated cost range that is specified in the RFP.

Proposed costs are considered by the Review Panel, which then determines a final cost effectiveness score, considering the cost in relation to the content of the proposal. After completing their review and scoring, the Review Panel may choose to call some or all bidders in for oral presentations. Oral presentations are scored on the same criteria as the review of written proposals. We generally limit the number of bidders called in for oral presentations to the top three, but may increase that number if the review scores on the written proposals are close or more than one bid will be recommended.

Review Panel scores and recommendations for contracting will be compiled for review by the assigned Local Board Committee, which will make the final recommendations.